



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: DataVault Corporation

File: B-248664

Date: September 10, 1992

Janice M. Bellucci, Esq., for the protester.
Paralee White, Esq., Cohen & White, for First Federal Corporation, an interested party.
Gerald P. Kohns, Esq., Department of the Army, for the agency.
James M. Cunningham, Esq., Glenn G. Wolcott, Esq., and Paul I. Lieberman, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that quotation under procurement conducted using small purchase procedures should have been rejected as technically unacceptable is denied where quoter indicated it would comply with all solicitation requirements and agency verified quoter's intended compliance prior to issuing the purchase order.

DECISION

DataVault Corporation protests Walter Reed Army Medical Center's issuance of a \$4,824 purchase order to First Federal Corporation (FFC) under request for quotations (RFQ) No. DADA15-92-Q-0132. The RFQ sought quotations to provide vault storage and archiving of data/tape reels and magnetic cartridges for a 12-month period. DataVault, the incumbent contractor, contends that FFC's quotation failed to comply with the RFQ requirements.

We deny the protest.

The agency contends that DataVault's protest should be dismissed as unacceptably vague. DataVault's protest referenced two specific pages of RFQ specifications and stated generally that FFC's quotation failed to comply with all of the vault specifications and environmental control specifications on those pages. We conclude that DataVault's protest constituted an adequate statement of protest grounds. See Zee Best, B-247487, Feb. 7, 1992, 92-1 CPD ¶ 164.

The RFQ was issued under small purchase procedures and contained a section titled "Terms and Conditions" setting out various vault specifications and requirements. Quotations were submitted by FFC and DataVault. With its quotation, FFC submitted a detailed technical description of the vaults it intended to provide. The Army evaluated FFC's submission and determined that it was technically acceptable. The Army determined that DataVault's quotation was technically acceptable on the basis of DataVault's status as the incumbent contractor. Because FFC's quotation offered a considerably lower price, the Army issued the purchase order to FFC. DataVault's protest followed.

DataVault protests that FFC's quotation indicated it would not comply with certain RFQ requirements, maintaining that the Army should have rejected the quotation as technically unacceptable. Specifically, after reviewing the agency report, DataVault argues that FFC's quotation should have been found technically unacceptable with regard to the RFQ requirements for vault temperature; use of a humidity/temperature recorder; and provision of a backup fire suppression system.

Regarding the requirements for maintaining vault temperature, the RFQ stated that the temperature in the vault must be maintained in a range between 60 and 70 degrees fahrenheit. FFC's quotation indicated the temperature in its vaults would be maintained in a range between 68 and 72 degrees fahrenheit. The Army states that it contacted FFC prior to issuing the purchase order seeking clarification of this matter and verified that FFC would comply with the RFQ's temperature requirements.

The government's small purchase procedures establish abbreviated, competitive requirements designed to minimize administrative costs that might otherwise equal or exceed the cost of relatively inexpensive items. An RFQ, unlike an invitation for bids (IFB) or request for proposals (RFP), does not seek offers that can be accepted by the government to form a contract. Rather, the government's purchase order is the offer which the proposed supplier may accept through performance or by a formal acceptance document. Federal Acquisition Regulation § 13.108. It follows that, generally, the government may seek and consider revisions to a quotation under small purchase procedures any time prior to the government's issuance of a purchase order. See Instruments & Controls Serv. Co., 65 Comp. Gen. 685 (1986), 86-2 CPD ¶ 16; Oregon Innovative Prods., B-231767, Aug. 2, 1988, 88-2 CPD ¶ 110. Here, since the Army could properly seek additional information regarding a quotation up to the

time the purchase order was issued, we find nothing improper in the agency's issuance of a purchase order to FFC after determining that FFC would comply with the RFQ vault temperature requirements.

DataVault next protests that FFC's quotation took exception to the RFQ requirements regarding use of a humidity/temperature recorder. In this regard, the RFQ required the use of "Bacharach" humidity/temperature recorder to provide an ongoing record of the vault environment. FFC's quotation indicated it would use a "Dickson" humidity/temperature recorder.

The Army states that the "Dickson" recorder is the functional equivalent of the "Bacharach" recorder. DataVault has not refuted this assertion, nor has it indicated it would have altered its quotation in any way if it had known it was permitted to submit a quotation with an alternative, equivalent humidity/temperature recorder.

Specification of a brand-name item in a solicitation does not preclude award to a company offering an equivalent product in the absence of prejudice to other offerors.² Here, DataVault does not allege that it would have quoted an alternative recorder if it had known such a quotation would be acceptable. Further, the record does not indicate that FFC's quotation of an alternative recorder had a material effect on the outcome of the competition. Consequently, DataVault's argument in this regard does not provide any basis to sustain the protest.

DataVault next protests that FFC's quotation failed to comply with the RFQ requirement regarding a backup fire suppression system. In this regard, the RFQ stated that the vault must be protected by a "Halon 1301 gas fire suppression system and a backup Halon 1301 system."³ FFC's quotation stated that it would provide two vaults, each with a 1301 Halon fire suppression system.

²"Prejudice," in this context, exists in instances where other offerors would have quoted an alternative "equal" model had they known that was permissible and such alternative quotations could have affected the outcome of the competition. See TM Sys., Inc., B-214303, Aug. 14, 1984, 84-2 CPD ¶ 174; Deknatel Div., Pfizer Hospital Prods. Group, Inc., 70 Comp. Gen. 652 (1991), 91-2 CPD ¶ 97.

³The Halon 1301 fire suppression system involves release of Halon gas from containers in the vault to extinguish a fire.

The Army states that it did not construe the RFQ as mandating a particular approach to providing backup fire suppression capabilities and that, by proposing two separate vaults with two separate fire suppression systems, FFC's quotation met the RFQ's requirement since, in the event of a fire, the items stored in the vault in which the fire occurred could be relocated to the second vault until the Halon containers in the first vault were refilled. In short, the agency maintains that FFC's two fire suppression systems constituted backup systems for each other. The Army further notes that both FFC's and DataVault's backup systems require human intervention and, because of this, it considers the backup systems to be functionally equivalent.

We find no basis to question the agency's interpretation of its intended requirements as set forth in the RFQ. The RFQ did not specifically define the manner in which a backup fire suppression system was to be provided, and we do not find unreasonable the agency's determination that FFC's quotation complied with the RFQ requirement.


Finally, DataVault protests that FFC's quotation did not specifically discuss certain RFQ requirements and asserts that FFC's quotation should have been rejected as technically unacceptable on that basis. The Army responds that FFC's quotation stated it was "in compliance with all aspects of the . . . RFQ," and that the Army relied on this statement as its basis for awarding the purchase order to FFC. The Army notes that, in fact, the purchase order it issued obligates FFC to meet all the solicitation requirements.

As a general rule, a quotation need not contain an individual, detailed statement of compliance with each aspect of a solicitation where the solicitation does not require such a detailed discussion. See, e.g., Jarrett S. Blankenship Co., B-241704, Feb. 19, 1991, 91-1 CPD ¶ 187. Here, on the basis of FFC's detailed description of the vaults it would provide and its explicit statement that

⁴The backup system used by DataVault must be activated by manual operation of a switch after the primary system has been triggered.

its quotation complied with all RFQ requirements, the contracting officer reasonably determined that the quotation was technically acceptable.

The protest is denied.


for James F. Hinchman
General Counsel